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|---|--|---|--|--|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES | |
| 2. AMENDMENT/MODIFICATION NO. 0001 | | 3. EFFECTIVE DATE 12 August 2004 | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY CODE | | 7. ADMINISTERED BY (If other than Item 6) CODE | | US Army Corps of Engineers, Philadelphia District 100 Penn Square East, Wanamaker Building Philadelphia, PA 19107-3390 | | US Army Corps of Engineers, Philadelphia District 100 Penn Square East, Wanamaker Building Philadelphia, PA 19107-3390 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | | | (✓) | | 9A. AMENDMENT OF SOLICITATION NO. W912BU-04-R-0027 | |
| | | | | X | | 9B. DATED (SEE ITEM 11) 23 July 2004 | |
| | | | | | | 10A. MODIFICATION OF CONTRACTS/ORDER NO. | |
| | | | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | | FACILITY CODE | | | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. ☐ is extended, ☒ is not ex-

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Schuylkill River Park Trail Phase III, Philadelphia, PA

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

| | |
|-----|---|
| (✓) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CONTINUED ON PAGE 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | |

14. DESCRIPTION OF AMENDMENT (continued)

a. SF 1442 AND BIDDING SCHEDULE: Section 00010, Page 3 - Please delete page 00010-3 in its entirety and substitute the new page of the same number, annotated Amendment No. 0001, attached hereto.

b. SECTION 00700 - CONTRACT CLAUSES: Insert new pages 00700-87 to 00700-93, annotated Amendment No. 0001, attached hereto.

c. SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS:

(1) SECTION 00800 - SPECIAL CLAUSES - Please delete section 00800 (9 pages) in its entirety and substitute revised section 00800 (7 pages), annotated Amendment No. 0001, attached hereto.

d. TECHNICAL SPECIFICATIONS:

(1) Please delete pages "Project Table of Contents Page 1", 01330-12 thru 14, 01356-6, 01500-2 thru 6, 02220-2 & 3, 02231-2, 02630-3, 02700-8 thru 13, 02821-4, 02870-5, 02921-7, 02930-12, 02935-2 thru 10, 05500-4, and 09900-11 in their entirety and substitute revised pages "Project Table of Contents Page 1", 01330-12 thru 14, 01356-6, 01500-2 thru 7, 02220-2 & 3, 02231-2, 02630-3, 02700-8 thru 13, 02821-4, 02870-5, 02921-7, 02930-12, 02935-2 thru 10, 05500-4, and 09900-11, annotated Amendment No. 0001, attached hereto.

(2) Section 03307 - CONCRETE FOR MINOR STRUCTURES: Please delete section 03307 in its entirety.

e. CONTRACT DRAWINGS: Please delete Plate Numbers T-1, LP-1, LP-2, LP-3, LP-5, GP-3, GP-5, ES-1, ES-2, ES-3, ES-4, ES-5, DP-3, DP-4, DP-5, DP-6, SS-2, SS-3, SS-4, and DT-2, in their entirety and substitute the revised sheets, of the same Plate Numbers, all with a revision date of 15 August 2004, attached hereto.

f. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No.0001. Failure to acknowledge all amendments may be cause for rejection of the proposal.

SECTION 00010

BID SCHEDULE

(To be attached to Standard Form 1442)

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Estimated Amount |
|---------------------------------------|--------------------------------|-----------------------|------------|---------------|---------------------|
| BASE BID: | | | | | |
| 1. | Salvaged Granite | 860 | L.F. | \$ | \$ |
| 2. | Salvaged Belgian Block | 1626 | S.F. | \$ | \$ |
| 3. | New Granite | 209 | L.F. | \$ | \$ |
| 4. | New Belgian Block | 2894 | S.F. | \$ | \$ |
| 5. | Boulders | 175 | Ton | \$ | \$ |
| 6. | <i>Exterior Plants</i> | 1 | <i>Job</i> | <i>L.S.</i> | \$ |
| 7. | <i>Landscape Establishment</i> | 1 | <i>Job</i> | <i>L.S.</i> | \$ |
| 8. | All other work | 1 | Job | L.S. | \$ |
| TOTAL ESTIMATED BASE BID: | | | | | \$ |
| OPTION 1: | | | | | |
| 9. | Breach Area Gate | 1 | Job | L.S. | \$ |
| TOTAL ESTIMATED OPTION 1: | | | | | \$ |
| TOTAL ESTIMATED BASE BID AND OPTIONS: | | | | | \$ |

NOTE: Bidders must bid on all items.

-- End of Section --

52.222-41 -- Service Contract Act of 1965, as Amended.
As prescribed in [22.1006](#)(a), insert the following clause:

Service Contract Act of 1965, as Amended (May 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage

determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

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- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
 - (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (End of Clause)

SECTION 00800
SPECIAL CLAUSES

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SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire **base bid construction** work ready for use not later than 300 calendar days after the date the Contractor receives the notice to proceed. **The Contracting Officer has the right to award Option 1 up to 90 days after the Contractor receives the notice to proceed for the base contract. The contract will not be extended if Option 1 is awarded. The contract also includes 730 calendar days of landscape establishment and maintenance after the date of landscape acceptance. See Section 02935 LANDSCAPE ESTABLISHMENT for requirements.** The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,400.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS - *Deleted*

SC-4 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

a. Upon obtaining the plans and specifications, the Contractor shall:

- (1) Immediately check the specifications and all drawings;
- (2) Compare the specifications and all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

b. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

d. The work shall conform to the specifications and the contract drawings identified on the following, all of which are available in in electronic bid set format on the Philadelphia District website at <https://napws01phl/>. Drawings are titled: "Schuylkill River Park Trail, Phase III, Philadelphia, PA. " and have the drawing numbers, subtitles, and dates as indicated on Contract Drawing Plate Number T1, Title Sheet. The reference drawings listed on Drawing Plate T1 are also available for use by the Contractor.

SC-5 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (FAR 52.236-4)

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic surveys.

b. Weather Conditions. The climate of the area is referred to as "continental" by climatologists, characterized by cold winters and moderately hot summers. Complete weather records and reports may be obtained from the local U.S. Weather Bureau Office nearest to the work site. The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions during the construction period.

c. Transportation Facilities. The work site is accessible from the Routes 76 and 676 via local roads. The Contractor shall be responsible for all investigations of load carrying capacities of bridges and roadways.

f. Magnitude of the Contract Work. The estimated value of the contract work is between \$1,000,000 and \$5,000,000.

A site inspection will be held on July 28, 2004 starting at 9:00 AM from the District Office.

SC-6 LAYOUT OF WORK (APR 1965 OCE)

The Contractor shall lay out its work from Government-established survey controls, and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the triangulation stations and bench marks established by the Government. The Contractor shall be responsible for executing the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due or to become due to the Contractor. (CENAP)

SC-7 LIMITATION ON SUBCONTRACTING (DEC 1996) - **Deleted**

SC-8 ENVIRONMENTAL LITIGATION (1974 NOV OCE)

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of the contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (CENAP)

SC-9 QUANTITY SURVEYS (APR 1984)

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. All surveys shall be conducted in accordance with Section 01720 SURVEY REQUIREMENTS of these specifications.

c. Promptly upon completing a survey, the Contractor shall furnish the required submittals (per Section 01720 SURVEY REQUIREMENTS), the originals of all field notes, and, all other records relating to the survey or to the layout of the work to the Contracting Officer. The Contracting Officer shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (FAR 52.236-16)

SC-10 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

a. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by the Contractor or sub-contractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial or series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment from the Contractor's

accounting records, costs for the equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect as of the time work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.205(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. This data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." (EFARS 52.231-5000)

Note #1: The small purchase threshold is \$100,000.

Note #2: By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. This right shall extend for two years after expiration of contract performance. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

SC-11 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specifications requirements shall be executed in triplicate copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements. (CENAP)

SC-12 PERFORMANCE EVALUATION OF CONTRACTOR

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be DD 2626, and the Contractor will be rated either outstanding, above average, satisfactory, marginal, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting offices for their future use in determining Contractor responsibility, in compliance with DFARS 236.201(c)(1). (CENAP)

SC-13 SPECIAL 8(a) CONTRACT CONDITIONS (NOV 1989) - **(Deleted)**

SC-14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)

a. This clause specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled: "Default (Fixed-Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. For the purpose of this contract, unusually severe weather is defined as daily precipitation equal to or exceeding 0.5 inches and/or maximum daily temperature not exceeding 32 degrees F.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 7 | 4 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 2 | 3 |

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normal scheduled work. Actual adverse weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work

days, and issue a modification in accordance with the contract clause entitled: "Default (Fixed Price Construction)". (ER 415-1-15)

SC-15 INSURANCE REQUIREMENTS

Evidence of the following insurance shall be provided to the Contracting Officer prior to commencement of work and shall be maintained throughout the period of performance:

- a. General Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$500,000 per occurrence.
- b. Automobile Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$200,000 per person and \$500,000 per accident. Property Damage Liability - \$20,000 per accident.
- c. Workmen's Compensation and Employer's Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employer's liability coverage in the minimum amount of \$100,000 is also required."
- d. Railroad Liability Insurance: As specified in Section 01500 TEMPORARY CONSTRUCTION.

SC-16 PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the contractor. Key players within this partnership may also include subcontractors, users, operators, tenants or other parties deemed appropriate by the Government and contractor. This partnership would strive to draw upon the strengths of each organization and a system of superior real time communications that will be developed by the partners in an effort to achieve a quality product, on time and within budget. This partnership would be developed bilaterally and participation will be totally voluntary. Costs associated with effectuating this partnership will be absorbed by the parties as an alternate method of normal contract administration activities with no change in contract price. Activities are expected to include one or more brainstorming sessions among potential partners pursuant to a Memorandum-Of-Understanding that will detail the bylaws of operation. By-laws will establish, for example, an effective means of addressing clarifications or issues that may develop during the construction process, to include real time Alternate Dispute Resolution procedures to effectively address those issues that are not more readily resolved. Effective Partnering is expected to be beneficial to all parties. (CENAP)

-- End of Section --

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| Schuylkill River Park Trail Phase III | | | | | | | G O V T C L A S S I F I C A T I O N | P A R A G R A P H | DESCRIPTION ITEM SUBMITTED | (c) | (b) | (a) | CONTRACTOR: SCHEDULE DATES | | | CONTRACTOR ACTION | | DATE FWD TO APPR AUTH/ | APPROVING AUTHORITY | | | | MAILED TO CONTR/ DATE RCD FRM APPR AUTH | REMARKS |
| A C T I V I T Y | T R A N S M I T T A L | S E C T | NO | NO | NO | SUBMIT | | | | | | | APPROVAL NEEDED BY | MATERIAL NEEDED BY | A C T I O N | DATE OF ACTION | (k) | | (j) | (i) | (h) | (g) | | |
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| TITLE AND LOCATION | | | | | | | | | | CONTRACTOR | | | | | | | |
| Schuylkill River Park Trail Phase III | | | | | | | | | | | | | | | | | |
| TRANSMITTAL NO | SPEC | DESCRIPTION ITEM SUBMITTED | PARRA# | GOVERNOR CLASSIFICATION | SUBMIT | CONTRACTOR: SCHEDULE DATES | | CONTRACTOR ACTION | | DATE FWD TO APPR AUTH/ | APPROVING AUTHORITY | | | MAILED TO CONTR/ | DATE RCD FRM APPR AUTH | REMARKS | |
| | | | | | | APPROVAL NEEDED BY | MATERIAL NEEDED BY | ACTION CODE | DATE OF ACTION | | DATE FWD TO OTHER REVIEWER | DATE RCD FROM OTH REVIEWER | ACTION CODE | | | | DATE OF ACTION |
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) | (m) | (n) | (o) | (p) | (q) | (r) |
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sediment. Materials shall be washed completely from all foreign materials or the filter replaced by removing the existing stone and placing new stone.

3.6 INSPECTIONS

3.6.1 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

3.6.2 Inspections Details

Disturbed areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.6.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

3.7 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

1.3 PUBLIC ACCESS

The Contractor shall shutdown portions of the bike trail (existing asphalt paving) including existing stairs and ramps in the areas where actual construction activities are being performed. The Contractor will be permitted to completely shutdown the entire work site if deemed necessary for safety concerns during actual construction activities, however the Contractor shall provide the public with access to the bike trail at all times when the Contractor is not working onsite. The Contractor shall insure that no one is trapped in an area onsite due to any closures. During non work periods a temporary safety fence shall be erected along the side(s) of the bike trail and shall enclose the work area to prevent the public from accessing the work areas. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers. The bike trail shall be swept of swept clean prior to the re-opening of the trail each night.

1.4 CONTRACTOR ACCESS

Contractor access to the site shall be as shown on the drawings. Existing stairs and ramps to the site from overhead streets may only be used for personnel access and not for movement of any materials. The access to the site is across existing CSX railroad lines. See paragraph "RAILROAD REQUIREMENTS" for additional requirements.

1.5 VEHICLE, EQUIPMENT, AND MATERIAL RESTRICTIONS

Vehicles and equipment will not be permitted on nonpaved areas except when involved in actual construction activities. Vehicles and equipment shall remain on the paved bike trail as much as possible. Vehicles and equipment are limited to a maximum gross vehicle weight of 8 tons. **No individual wheel load shall exceed 3 tons (6,000 pounds) at any time. Vehicles and equipment will not be permitted within 10 feet of the existing bulkhead along the river at any time. Materials shall be stored or stockpiled as much as possible in the staging area as shown on the contract drawings. Materials shall not be stored or stockpiled within 20 feet of the existing bulkhead throughout the work site.**

1.6 RAILROAD REQUIREMENTS

The Contractor access to the work site is over existing CSX Transportation railroad lines. The following items will be performed by the Railroad at the Contractor's expense: furnishing watchmen, flagmen or protective devices (including train activated signalization) deemed necessary by the Chief Engineer of the Railroad or his authorized representative to protect Railroad's operations and facilities. The Contractor shall arrange with the Railroad for necessary permits, any additional requirements of the railroad and shall execute the Railroad's standard Private Grade Crossing Agreement. The Contractor shall coordinate with the Railroad the horizontal, vertical and weight limits over the railroad.

The Contractor shall use all reasonable care and precaution in order to avoid accidents, damages, or delay to or interference with Railroad's trains or other property.

Upon completion of work, all machinery, equipment, surplus material, falsework, rubbish or temporary buildings and other property of the

Contractor shall be removed from within the limits of the Railroad's property, and the property shall be restored to an equivalent condition prior to the start of the work.

The Contractor shall procure the following kinds and amounts of insurance until all work required for construction has been completed and accepted:

- a. Contractor's Public Liability and Property Damage Insurance - Limits not less than Two Million Dollars (\$2,000,000) Combined Single Limit (CSL) for bodily injury and Two Million Dollars (\$2,000,000) CSL for property damage.
- b. Contractor's Protective Public Liability and Property Damage Liability Insurance - If any part of the work is to be performed by a sub-contractor, the prime contractor shall carry in his own behalf insurance of the same limits as set forth in Paragraph "a".
- c. Railroad Protective Public Liability and Property Damage Liability Insurance - Limits not less than Two Million Dollars (\$2,000,000) CSL for bodily injury and/or property damage. This policy shall name CSX Transportation Company as "The Insured".

The Contractor will not be permitted on Railroad property until insurance policies have been approved by the railroad. The Contractor and his insurance representatives must reconcile all policy requirements to the satisfaction of the Railroad.

1.7 LOCAL POLICE NOTIFICATION

The Contractor shall notify the local police department at least 24 hours prior to starting work to obtain approval for temporary parking and placement of any required signs.

PART 2 PRODUCTS

2.1 WEATHER INSTRUMENTS

2.1.1 Rain and Snow Gage

National Weather Service standard gage with stand and wind screen. The gage shall be designed to measure both rain and snow, shall be manufactured of copper and brass, and shall contain a funnel, inner tube, outer cylinder and dipstick.

2.1.2 Thermometer

Minimum/maximum outdoor type with instrument shelter. The thermometer shall be mercury filled and designed to indicate minimum, maximum, and current temperatures from -40 to 130 degrees F. Where necessary, the instrument shelter shall have a keyed lock.

2.2 GOVERNMENT FIELD OFFICE

The Government field office trailer to be provided by the Contractor shall be new or recently renovated to a like-new condition subject to the approval of the Contracting Officer. The Government field office shall have a minimum floor area of 440 square feet, two locking doors, and partitioned restroom facilities. The trailer shall have sufficient lighting to supply

150 foot-candles at the desk top level and shall be supplied with 110 volt and 220 volt electrical outlets as required for heating, air conditioning, lighting, water cooler, and other accessories.

2.2.1 Office Equipment

The following office equipment shall be provided by the Contractor for the Government field office trailer:

- a. Two desks having 60-inch by 30-inch tops, with lockable drawers; two swivel chairs; and two tables with 60-inch by 30-inch laminated tops;
- b. One 60-inch by 30-inch conference table with ten chairs;
- c. Telephone, two sets, two numbers, unlimited calling area, and one telephone answering machine;
- d. Fire resistant, four-drawer, lockable legal size filing cabinet, two sets;
- e. Shelf set, two shelves high, each measuring 12-inch deep by 3-feet long, one per desk;
- f. Three waste baskets;
- g. Electric water cooler;
- h. Vertical filing plan rack for two sets of 28-inch by 40-inch plans each rack; and
- i. Copier, Konica Model 3290 desk top copier, or approved equal, including adequate supplies and service agreement;
- j. Fax Machine, Xerox Model N58, or approved equal, including adequate supplies and service agreement;
- k. Two Personal Computers, Pentium IV, with a clock speed of at least 1.8 GHz, 256 megabyte RAM, 10 gigabyte hard disk drive, a 56k bps fax/modem, 10/100 Ethernet card, and a laser jet printer. The following software shall be included: MS Windows 2000 Operating System with SP3;
- l. Two portable two-way radios with charges capable of operating on the Contractor's working frequencies;
- m. Countertop microwave oven, with digital display, interior light, and a minimum 0.6 cubic feet capacity; and
- n. Compact refrigerator, with 1.58 cubic foot capacity, and ice tray.

Computers shall be shipped to the following address:

U.S. Army Corps of Engineers
Information Management Office
100 Penn Square East
Wanamaker Building
Philadelphia, PA 19107

Upon completion of loading the computers with Government furnished software, the Contractor shall provide for transportation of the computers from the Philadelphia District office to the project's field office.

2.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

2.3.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

2.3.2 Project and Safety Signs

The requirements for the signs, their content, and location shall be as shown on the sketches in Section 00830. The signs shall be erected prior to the start of physical work. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. Upon completion of the project, the signs shall be removed from the site.

PART 3 EXECUTION

3.1 TEMPORARY CONSTRUCTION

3.1.1 General

The Contractor may construct within the work area indicated on the contract drawings, subject to the approval of the Contracting Officer, stockpile areas and on-site plant and facilities as needed for the execution of the work.

3.1.2 Restoration of Work Site

Any damage to the existing paved bike trail or other existing structures, improvements or utilities shall be repaired. Removal of all temporary construction and restoration of the work site upon completion of the contract shall be in accordance with the requirements of Section 01355 ENVIRONMENTAL PROTECTION.

3.2 CONTRACTOR'S PROJECT OFFICES

The Contractor shall establish at the work site a project office equipped and staffed to efficiently conduct the work under this contract and provide essential information to the Contracting Officer or its authorized representative. The Contractor shall keep at all times at its office a copy of all drawings, specifications, and other pertinent information, and shall at all times give the Contracting Officer access thereto. The Contractor's office shall be equipped with telephone facilities which shall be available for use by the Contracting Officer.

1.5 DUST CONTROL

Prevent the spread of dust and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. ***Sweep the bike trail as often as necessary to control the spread of debris.***

1.6 PROTECTION

1.6.1 Existing Work

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain; any damaged items shall be repaired or replaced as approved by the Contracting Officer.

The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required.

1.6.2 Utilities

The Contractor shall use caution when excavating for underground wiring for the existing light poles. Protect electrical utilities from damage.

1.7 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.8 RELOCATIONS

Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved.

1.9 ENVIRONMENTAL PROTECTION

The work shall comply with the requirements of Section 01355 ENVIRONMENTAL PROTECTION.

1.10 USE OF EXPLOSIVES

Use of explosives will not be permitted.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 EXISTING ITEMS TO BE REMOVED

3.1.1 Paving

Sawcut bituminous concrete paving as indicated. Provide neat sawcuts at limits of pavement removal as indicated.

3.1.2 Aggregate

All existing aggregate within the contractor limits of work shall be removed as shown or as necessary to accomplish the work specified.

3.2 DISPOSITION OF MATERIAL

3.2.1 Title to Materials

Except where specified in other sections, all materials removed, and not reused, shall become the property of the Contractor and shall be removed from the site. Title to materials resulting from demolition, and materials to be removed, is vested in the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials shall not be viewed by prospective purchasers or sold on the site.

3.2.2 Unsalvageable Material

Concrete, masonry, and other noncombustible material, encountered in the course of contract work, except concrete permitted to remain in place, shall be ***properly*** disposed of offsite.

3.3 CLEANUP

Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

3.4 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", ***Bid Item No. 8.***

-- End of Section --

3.3 GOVERNMENT FIELD OFFICE

The Contractor shall provide and maintain a field office at the project site for the sole use of the Contracting Officer's representatives. The office shall be complete and ready for occupancy not later than 30 days after receipt of Notice to Proceed.

a. The Contractor shall provide the trailer at the work site with adequate heat, light, electricity, air conditioning, water, toilet and lavatory facilities. The Contractor shall provide portable water, provide for treatment of sewage, and provide permanent electric and telephone services, all in accordance with applicable local municipal, county and State codes. All utility costs arising from the use of the office, including telephone cost, shall be borne by the Contractor.

b. The trailer shall be placed on concrete block supports, leveled and tied down to withstand wind loads. A corrugated metal curtain shall be installed around the perimeter of the trailer from floor level to the ground. The curtain shall be firmly attached to withstand appropriate wind loads. All water piping and all waste piping shall be adequately supported and insulated.

c. The Contractor shall provide all janitorial supplies and services for the trailer complex to include as a minimum, weekly sweeping, dusting, emptying of waste baskets, trash collection, and servicing of toilets and monthly mopping of all floors, sterilization of toilet seats, waxing of all tile floors and washing of windows. The Contractor shall also provide for major maintenance to the trailer and its utilities.

d. The office shall be enclosed by an 8-foot high chain-link security fence with three strands of barbed wire, and shall be lighted during hours of darkness. This fence shall enclose a Government parking area for approximately five cars and shall include appropriate gates with locks for both vehicles and employees.

e. The Contractor shall provide the above described facilities, equipment, and services for the life of the contract.

3.4 WEATHER INSTRUMENTS

The Contractor shall provide and maintain at the work site in locations determined by the Contracting Officer, weather instruments consisting of a rain and snow gage with stand and a thermometer with instrument shelter. The Contractor shall take daily readings of precipitation and the minimum and maximum temperatures, and shall record such information on the Contractor Quality Control Reports as required under Section 01451 CONTRACTOR QUALITY CONTROL. This information will be used by the Contracting Officer as the basis for determining if the Contractor is entitled to a time extension for unusually severe weather in accordance with Special Clause: "Time Extensions for Unusually Severe Weather." The Contracting Officer will also consider other climatological factors such as abnormally high tides and excessive sustained wind velocities when evaluating possible time extensions.

3.5 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the

costs of all the bid items.

-- End of Section --

3.3 GRUBBING

Grubbing shall consist of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas. Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for buildings, and areas to be paved. Depressions made by grubbing shall be filled with satisfactory material and compacted to make the surface conform with the original adjacent surface of the ground.

3.4 DISPOSAL OF MATERIALS

Roots, brush, rotten wood, and other refuse from the clearing and grubbing operations, shall be disposed of outside the limits of Government-controlled land at the Contractor's responsibility. Burning of materials is not permitted. The Contractor shall be responsible for compliance with all Federal and State laws and regulations. Disposal of refuse and debris and any accidental loss or damage attendant thereto shall be the Contractor's responsibility.

3.5 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 8.**

-- End of Section --

3.3.1.1 Plastic Pipe

PVC pipe shall have joints made with solvent cement elastomeric or mated flanged.

3.4 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", ***Bid Item No. 8.***

-- End of Section --

610-325-9605. Color shall be as selected by the Contracting Officer. Sizes shall be as indicated on the drawings.

2.3.4 Bulkhead Cap

Bulkhead cap shall be precast reinforced concrete units as manufactured by Concrete Artisans, LLC, 3603 Winding Way, Newtown Square, PA 19073, 610-325-9605. Color shall be as selected by the Contracting Officer. Sizes shall be as indicated on the drawings.

2.3.5 Curbing

Curbing shall be reconstructed high density concrete units, "Rockcurb" type as manufactured by Hanover Architectural Products, 240 Bender Road, Hanover, PA 17331, 717-637-7145, <http://www.hanoverpavers.com>, or approved equal. Color shall be custom color to match salvaged granite stone curb. Sizes shall be as indicated on the drawings.

2.3.6 Edge Restraints

Edge restraints shall be as recommended by the paver manufacturer and approved by the Contracting Officer.

2.4 BOULDERS

Boulders shall be indentified in accordance with ASTM C 295 and shall consist of the same rock type **and have the same buff (tan) color** as the fine and coarse aggregate material. The rock material shall be hard and durable, of uniform and similar color, grain size and texture, free from seams, cracks, or other imperfections, and have a smooth character. The rocks shall be clean, and show no evidence of any iron rust or iron. Boulders shall be provided in the dimensions and configurations shown on the plans, with the tolerance being within the range of dimensions shown.

2.5 LANDSCAPE EDGING

2.5.1 Style A Edging

Landscape edging used between turf area and fine aggregate areas shall be heavy duty straight profile "CleanLine" type as manufactured by PermaLoc Corporation, 13505 Barry Street, Holland, MI 49424, 800-356-9660, 616-399-9600, <http://www.permaloc.com>, or approved equal. Edging shall be 3/16 inch x 5-1/2 inches x 1/8 inch thick, with .187 inch exposed top lip, furnished in 16 foot sections. Sections ends shall splice together using an interlocking design. Sections shall have loops to receive stakes spaces approximately 2 to 3 feet apart along the length. Stakes shall be furnished from the edging manufacturer, and shall be aluminum, 12 inches in length. Color of edging and stakes shall be black anodized.

2.5.2 Style B Edging

Landscape edging used between mulched or planting areas and fine aggregate areas shall be heavy duty L-shaped "PermaStrip" type as manufactured by PermaLoc Corporation, 13505 Barry Street, Holland, MI 49424, 800-356-9660, 616-399-9600, <http://www.permaloc.com>, or approved equal. Edging shall be 3/16 inch x 3-1/2 inches x 1/8 inch thick, with 1-1/2 inch L-shaped horizontal base, furnished in 8 and 16 foot sections. Sections ends shall splice together using a 1 inch x 4 inch sliding connector. Sections shall have loops to receive stakes spaces approximately 2 to 3 feet apart along

the length. Stakes shall be furnished from the edging manufacturer, and shall be aluminum, 12 inches in length. Color of edging and stakes shall be black duraflex painted.

PART 3 EXECUTION

3.1 GRANITE STONE INSTALLATION

3.1.1 Preparation

Excavate or fill to the required grade. Inspect subgrade and repair as needed. Compact subgrade and place geotextile on the subgrade surface. Place and compact coarse aggregate base, then place and compact bed course material.

3.1.2 Protection

Stone shall be protected against moisture, freezing, soiling, staining and physical damage during storage and construction.

3.1.3 Handling

Stone shall be handled so as to prevent chipping, breakage, soiling, or other damage. Devices such as pinch bars or wrecking bars shall not be used without protecting the edges of the stone with wood or similar material. Wide-belt type slings or vacuum lifts shall be used, rather than wire rope, or ropes containing tar or other substances, which might cause staining. If required, wood rollers shall only be used if cushioning is provided at the end of the wood slide. Stone shall be stored on wood skids or pallets, covered with non-staining waterproof membrane, but allowing the air to circulate around the stone.

3.1.4 Cutting

Stonework fabrication shall be accomplished by skilled mechanics. Salvaged granite stone used for paving shall be accomplished using equal numbers of 8-foot, 5-foot and 3-foot lengths sections of stone. Approximately one half of the 8 foot sections of granite curb listed in paragraph "Existing Inventory" shall be cut to make 5-foot and 3-foot sections. Stone shall be cut, for necessary adjustments, only with saws or other devices used in the original shop fabrication process.

3.1.5 Cleaning

Salavged stone shall be powerwashed clean and scrubbed with fiber brushes, followed by a thorough rinsing with clear water prior to installation. Only mild cleaning compounds containing no hard fillers or abrasives shall be used.

3.1.6 Placing Granite

Wet stone immediately before setting. Set stone in bed course material so the face and top lines are to line and grade. Make the joints in accordance with the drawings. Joints shall be constructed as shown on the drawings. The top surface of granite will be selected by the Contracting Officer. The surface of the stone shall be flush with the surrounding areas where indicated and shall be set carefully to grade.

3.1.6.1 Jointing Sand

The jointing sand shall consist of the same type as the bedding sand and shall be swept into joints and vibrated with a vibratory plate or vibratory roller compactor. This process shall be continued until sweeping and vibrating have filled all joints with sand and further vibration cannot force additional sand into the joints. The coarser particles of the sand will not enter the joints and will remain on the surface. These particles and any excess sand shall be swept off the pavement.

3.2 PRECAST PAVER AND BELGIAN BLOCK INSTALLATION

3.2.1 Preparation

Excavate or backfill to the required grade. Inspect subgrade and repair as needed. Compact subgrade and place geotextile on the subgrade surface. Place and compact coarse aggregate base, then place and compact bed course material.

3.2.1.1 Edge Restraint Location

The edge restraint shall be placed as recommended by the paver manufacturer and shall be installed prior to placement of the paver blocks.

3.2.1.2 Bedding Layer

Fine aggregate shall be spread evenly over the area to be paved with precast concrete pavers to a compacted average thickness of 1 inch with a tolerance for grade and surface smoothness of plus or minus 1/4 inches. Concrete sand shall be spread evenly over the area to be paved with Belgian Block pavers to a compacted average thickness of 2 inches with a tolerance for grade and surface smoothness of plus or minus 1/4 inches. Bedding materials shall not be used to fill low areas that exceed the specified tolerance for the base. The bedding layer shall not be disturbed by any pedestrian or vehicle construction traffic prior to the placement of the Pavers or Belgian Block. Concrete shall be utilized as a bedding layer for belgian block where indicated on the drawings.

3.2.2 Cleaning

Salvaged belgian blocks shall be powerwashed clean and scrubbed with fiber brushes, followed by a thorough rinsing with clear water prior to installation. Only mild cleaning compounds containing no hard fillers or abrasives shall be used.

3.2.3 Block Placement

The pavers and beglian block shall be placed by hand or machine in the indicated pattern. Placement of pavers and belgian block shall start from a corner or straight edge and proceed forward over the undisturbed sand bedding layer. The joints, excluding any chamfer between pavers or Belgian blocks, shall be not less than 1/16 inch or more than 1/4 inch in width. After seating, the block surface shall be flush or up to 1/4 inch above the edge restraint.

3.2.3.1 Unfilled Gaps

Any gaps between pavers/belgain blocks and any edge restraint, drainage structures, or other members that cannot be filled with a whole block shall

be filled with a paver or belgian block cut to fit the gap, except that slivers will not be allowed and the minimum size of cut block shall be 1 inch. Cutting shall be done with a hydraulic splitter, a masonry saw, or other device that accurately leaves a clean, vertical face without spalling. Any remaining gap between the block and adjoining edge restraint or structure greater than 1/4 inch will not be accepted; adjacent blocks shall be cut or rearranged to prevent this.

3.2.3.2 Seating Blocks

The blocks shall be seated in the bedding sand by compacting them with a minimum of three passes of a vibratory plate compactor.

3.2.3.3 Jointing Material

The jointing material shall consist of the same type as the bedding layer and shall be swept into joints and vibrated with a vibratory plate or vibratory roller compactor. This process shall be continued until sweeping and vibrating have filled all joints with the material and further vibration cannot force additional material into the joints. The coarser particles of the material will not enter the joints and will remain on the surface. These particles and any excess material shall be swept off the pavement.

3.2.3.4 Timing of Operations

Seating of blocks and placement of jointing material can be done concurrently with block placement. However, seating of blocks and placement of jointing material shall not be done within 5 feet of any unfinished edge of the block pavement that is not supported by the edge restraint.

3.2.3.5 Construction Traffic

Construction traffic shall not be allowed on the paving block surface until the jointing material has been placed and vibrated into the joints and all debris and excess material has been swept off.

3.2.4 Cleanup

The Contractor shall sweep the entire pavement surface and remove all excess material, blocks and debris from the project area.

3.2.5 Smoothness and Grade Tolerances

3.2.5.1 Smoothness

No portion of the finished pavement surface shall deviate by more than 3/8 inch from a 10 foot long metal straightedge placed on the pavement surface.

3.2.5.2 Block Height

The finished block surface shall be either flush or up to 1/4 inch higher than all edge restraints or drainage structures.

3.2.5.3 Grade

The finished pavement shall be within 0.04 feet of planned grade shown on the plans.

3.2.5.4 Remedial Action

Any area not meeting the smoothness, block height, or grade tolerance shall be taken up, adjustments made, and the blocks relaid.

3.3 BOULDERS

3.3.1 Isolated Boulders

Isolated boulders shall be carefully placed in the locations designated on the plans and in the orientation intended for the use of the boulder. Boulders designated for seating purposes shall be placed with a flat surface on the top of the boulder gentling sloping downward in the same direction as the surrounding area to permit drainage of precipitation from the surface of the rock. The surface shall not be inclined at a slope greater than approximately one percent from the horizontal.

Isolated boulders that are not designated for seating purposes shall have a pointed, rounded or otherwise irregular top surface in order to inhibit their use as seating.

All isolated boulders shall be installed at a depth of 6 inches below the surface on a 6-inch thick layer of compacted coarse aggregate. The coarse aggregate, as well as the surrounding area shall be underlain by a geotextile after the subgrade has been prepared as described in these specifications.

3.3.2 Stacked Boulders

Stacked boulders shall have a uniform and generally blocky shape in order that the rocks can be stacked in a stable, geometric orientation as shown on the plans. Contractor shall place the rocks to inhibit movement from disturbance by park users and natural forces. Boulders utilized at the base of stacked boulder areas, shall be installed at a depth of 6 inches below the surface on a 6-inch thick layer of compacted coarse aggregate. The coarse aggregate, as well as the surrounding area shall be underlain by a geotextile after the subgrade has been prepared as described in these specifications.

3.4 MEASUREMENT AND PAYMENT

3.4.1 Salvaged Granite

The work specified in this section for the salvaged granite stone will be measured for payment by the linear foot of stone in-place. Payment for this work will be made at the contract unit price for "Salvaged Granite", Bid Item No. 1. The contract unit price shall constitute full compensation to the Contractor for required cutting, transporting and placing of the stone and shall include work incidental to the granite stone such as earthwork, aggregate, and geotextile.

3.4.2 Salvaged Belgian Block

The work specified in this section for the salvaged Belgian Block will be measured for payment by the square foot of block in-place. Payment for this work will be made at the contract unit price for "Salvaged Belgian Block", Bid Item No. 2. The contract unit price shall constitute full compensation to the Contractor for required transporting and placing of the

stone and shall include work incidental to the belgian block such as earthwork, aggregate, and geotextile.

3.4.3 New Granite

The work specified in this section for new granite stone will be measured for payment by the linear foot of stone in-place. Payment for this work will be made at the contract unit price for "New Granite", Bid Item No. 3. The contract unit price shall constitute full compensation to the Contractor for work incidental to the new granite stone such as earthwork, aggregate, and geotextile.

3.4.4 New Belgian Block

The work specified in this section for the new Belgian Block will be measured for payment by the square foot of block in-place. Payment for this work will be made at the contract unit price for "New Belgian Block", Bid Item No. 4. The contract unit price shall constitute full compensation to the Contractor for work incidental to the belgian block such as earthwork, aggregate, and geotextile.

3.4.5 Boulders

The work specified in this section for the boulders will be measured for payment by the ton (2,000 pounds) satisfactorily placed and accepted. Payment for this work will be made at the contract unit price for "Boulders", Bid Item No. 5. The contract unit price shall constitute full compensation to the Contractor for work incidental to the boulders such as earthwork, aggregate, and geotextile.

3.4.6 Hardscaping

The other work specified in this section will not be measured for payment, and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 8.**

-- End of Section --

removing pickets. The bottom of the installed fabric shall be 1 plus or minus 1/2 inch above the bottom rail.

3.7 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", ***Bid Item No. 8.***

-- End of Section --

3.4 RESTORATION AND CLEAN UP

When the installation has been completed, the Contractor shall clean up and protect the site. Existing areas that have been damaged from the installation operation shall be restored to original condition at Contractor's expense.

3.4.1 Clean Up

The site shall be cleaned of all materials associated with the installation. Site furnishing surfaces shall be cleaned of dirt, stains, filings, and other blemishes occurring from shipment and installation. Cleaning methods and agents shall be according to manufacturer's instructions or as indicated.

3.4.2 Disposal of Materials

Excess and waste material shall be removed and disposed offsite.

3.5 RE-INSTALLATION

Where re-installation is required, the following shall be accomplished:

- a. Re-install the product as specified. Material acquisition of replacement parts is the responsibility of the Contractor. Provide replacement materials that are new and supplied by the original manufacturer to match.
- b. Damage caused by the failed installation shall be repaired.

3.6 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 8**.

-- End of Section --

3.2.3.3 Asphalt Adhesive Coated Mulch

Hay or straw mulch may be spread simultaneously with asphalt adhesive applied at a rate between 31 gallons per 1000 square yards, using power mulch equipment which shall be equipped with suitable asphalt pump and nozzle. The adhesive-coated mulch shall be applied evenly over the surface. Sunlight shall not be completely excluded from penetrating to the ground surface.

3.2.4 Rolling

Immediately after seeding, firm entire area except for slopes in excess of 3 to 1 with a roller not exceeding 90 pounds for each foot of roller width. If seeding is performed by hydroseeding, rolling may be eliminated.

3.2.5 Erosion Control Material

Install in accordance with manufacturer's instructions, where indicated or as directed by the Contracting Officer.

3.2.6 Watering

Start watering areas seeded as required by temperature and wind conditions. Apply water at a rate sufficient to insure thorough wetting of soil to a depth of 2 inches without run off. During the germination process, seed is to be kept actively growing and not allowed to dry out.

3.3 PROTECTION OF TURF AREAS

Immediately after turfing, protect area against traffic and other use.

3.4 RESTORATION

Restore to original condition existing turf areas which have been damaged during turf installation operations at the Contractor's expense. Clean paving areas when work in adjacent areas is complete.

3.5 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 8**.

-- End of Section --

3.4.10.1 Trees and Shrubs

Remove dead and broken branches. Prune to correct structural defects only. Retain typical growth shape of individual plants with as much height and spread as practical. Do not cut central leader on trees. Make cuts with sharp instruments. Do not flush cut with trunk or adjacent branches. Collars shall remain in place. Pruning shall be accomplished by trained and experienced personnel and shall be accordance with ANSI A 300.

3.4.10.2 Wound Dressing

Do not apply tree wound dressing to cuts.

3.5 RESTORATION AND CLEAN UP

3.5.1 Restoration

Turf areas, pavements and facilities that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

3.5.2 Clean Up

Excess and waste material shall be removed from the installed area and shall be disposed offsite. Adjacent paved areas shall be cleared.

3.6 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "**Exterior Plants**", Bid Item No. 6.

-- End of Section --

submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Pesticides

Provide list of pesticides proposed for use on the appropriate pesticides purchase and use approval request form.

SD-03 Product Data

Fertilizer; G, *DO*

Pesticides; G, *DO*

Provide pesticide label and Material Safety Data Sheet for each proposed pesticide.

Include physical characteristics, application instructions and recommendations.

SD-07 Certificates

Pesticide applicator's certification

Maintenance inspection report

Landscape Establishment Plan; G, DO

Landscape establishment plan shall include a new plant schedule, maintenance by the contractor during contract performance, maintenance by owner after contract acceptance, and a schedule for inspections and verification of growth during warranty period.

SD-08 Manufacturer's Instructions

Pesticides

SD-11 Closeout Submittals

Pesticides

Tree, staking and guying removal

Provide list of pesticides used on the project; submit on the appropriate Pest Management Record Form.

1.5 DELIVERY, STORAGE AND HANDLING

1.5.1 Delivery

1.5.1.1 Fertilizer Delivery

Deliver to the site in original containers bearing manufacturer's chemical analysis, name, trade name, or trademark, and indication of conformance to

state and federal laws. Instead of containers, fertilizer, may be furnished in bulk with a certificate indicating the above information.

1.5.1.2 Pesticide Delivery

Deliver to the site in original containers with legible manufacturer's label attached.

1.5.2 Storage

1.5.2.1 Fertilizer and Mulch Storage

Material shall be stored in designated areas. Fertilizer shall be stored in cool, dry locations away from contaminants.

1.5.2.2 Pesticides Storage

Do not store with fertilizers or other landscape maintenance materials. Store herbicides "downwind," relative to the airflow in the storage building, from other pesticides, and provide physical separation between herbicides and other pesticides.

1.5.3 Handling

Do not drop or dump materials from vehicles.

PART 2 PRODUCTS

2.1 POST-PLANT FERTILIZER

2.1.1 Granular Fertilizer

Organic or synthetic, granular controlled release fertilizer containing the following minimum percentages, by weight, of plant food nutrients:

- 15 percent available nitrogen
- 30 percent available phosphorus
- 15 percent available potassium

2.2 WATER

Source of water shall be approved by the Contracting Officer, and be of suitable quality for irrigation.

2.3 MULCHES TOPDRESSING

Free from noxious weeds, mold, or other deleterious materials.

2.3.1 Organic Mulch Materials

Double shredded hardwood.

2.4 PESTICIDES

Herbicide, Insecticide and Fungicide: EPA registered and approved. Furnish for preemergence application for crabgrass control and broadleaf weed control. Comply with Federal Insecticide, Fungicide, and Rodenticide Act (Title 7 U.S.C. Section 136) for requirements on contractor's licensing,

certification, and record keeping. Contractor to keep records of all pesticide applications and forward data monthly to Contracting Officer. Submit record keeping format to Contracting Officer for approval. Contact the Installation Pest Management Coordinator prior to starting work. Pre-emergent weed kill may be used at the Contractor's option provided plant material shows no loss of health or vigor. Plants damaged as a result of weed killer used shall be replaced by the Contractor at no additional cost.

PART 3 EXECUTION

3.1 EXTENT OF WORK

Provide landscape construction maintenance to include mowing, edging, overseeding, fertilizing, watering, weeding, pruning, stake and guy adjusting, and pesticide application for all newly installed landscape areas, unless indicated otherwise, and at all areas inside or outside the limits of the construction that are disturbed by the Contractor's operations.

3.2 TURF ESTABLISHMENT PERIOD

Turf establishment period will commence on the date that inspection by the Contracting Officer shows that the new turf furnished under this contract has been satisfactorily installed to a 100 percent stand of coverage. The establishment period shall continue for a period of 730 days.

3.2.1 Frequency of Maintenance

Begin maintenance immediately after turf has been installed. Inspect turf areas once a week during July and August, and bi-weekly for the remaining months of the year.

3.2.2 Promotion of Turf Growth

Turf shall be maintained in a manner that promotes proper health, growth, rich natural green color, and neat uniform manicured appearance, free of bare areas, ruts, holes, weeds, pests, dead vegetation, debris, and unwanted vegetation that present an unsightly appearance. Mow, remove excess clippings, eradicate weeds, water, fertilize, overseed, topdress and perform other operations necessary to promote turf growth.

3.2.3 Mowing

Turf shall be mowed at a uniform finished height. Mow turfed areas to an average height of 2 inches when average height of grass becomes 3 inches for spring/summer maintenance. No more than one third of the blade of grass shall be cut at any one mowing. The height of turf is measured from the soil. Mowing of turf shall be performed in a manner that prevents scalping, rutting, bruising, uneven and rough cutting. Prior to mowing, all rubbish, debris, trash, leaves, rocks, paper, and limbs or branches on a turf area shall be picked up and disposed. Adjacent paved areas shall be swept/vacuumed clean.

3.2.4 Turf Edging and Trimming

Perimeter of planter bed edges, and other paved surfaces shall be edged. Uniformly edge these areas to prevent encroachment of vegetation onto paved surfaces and to provide a clear cut division line between planter beds, turf, and ground cover. Edging is to be accomplished in a manner that

prevents scalping, rutting, bruising, uneven and rough cutting. Edging shall be performed on the same day that turf is mowed. Use of string line trimmers is permitted in "soft" areas such as an edge between turfgrass and a planter bed. Care shall be exercised to avoid damage to any plant materials, structures, and other landscape features.

Trimming around trees, fences, poles, walls, and other similar objects is to be accomplished to match the height and appearance of surrounding mowed turf growth. Trimming shall be performed on the same day the turf's mowed. Care shall be exercised to avoid "Girdling" trees located in turf areas. The use of protective tree collars on trees in turf areas may be utilized as a temporary means to avoid injury to tree trunks. At the end of the plant establishment period Contractor will be responsible for removing all protective tree collars.

3.2.5 Turf Post-Fertilizer Application

Apply fertilizer in a manner that promotes health, growth, vigor, color and appearance of cultivated turf areas. The method of application, fertilizer type and frequencies shall be determined by the laboratory soil analysis results the requirements of the particular turf species. Organic fertilizer shall be used. In the event that organic fertilizer is not producing the desired effect, the Contractor shall contract the Contracting Officer for approval prior to the use of a synthetic type of fertilizer. Fertilizer shall be applied by approved methods in accordance with the manufacturer's recommendations.

3.2.6 Turf Watering

The Contractor shall perform irrigation in a manner that promotes the health, growth, color and appearance of cultivated vegetation and that complies with all Federal, State, and local water agencies and authorities directives. The Contractor shall be responsible to prevent over watering, water run-off, erosion, and ponding due to excessive quantities or rate of application. The Contractor shall abide by state, local or other water conservation regulations or restrictions in force during the establishment period.

3.2.7 Turf Clearance Area

Trees located in turf areas shall be maintained with a growth free clearance of 18 inches from the tree trunk base. The use of mechanical weed whips to accomplish the turf growth free bed area is prohibited.

3.2.8 Replanting

Replant in accordance with Section 02921 SEEDING and within specified planting dates areas which do not have a 100 percent stand of turf.

3.2.9 Final Inspection and Acceptance

Final inspection will be make upon written request from the Contractor at least 10 days prior to the last day of the turf establishment period. Final acceptance will be based upon a 100 percent stand of turf.

3.3 EXTERIOR PLANT ESTABLISHMENT PERIOD

The exterior plant establishment period will commence on the date that inspection by the Contracting Officer shows that the new plants furnished

under this contract have been satisfactorily installed and shall continue for a period of 730 days.

3.3.1 Frequency of Maintenance

Begin maintenance immediately after plants have been installed. Inspect exterior plants at least once a week during the installation and establishment period and perform needed maintenance promptly.

3.3.2 Promotion of Plant Growth and Vigor

Water, prune, fertilize, mulch, adjust stakes, guys and turnbuckles, eradicate weeds and perform other operations necessary to promote plant growth, and vigor.

3.3.3 Planter Bed Maintenance

Planter beds shall be weeded, fertilized, irrigated, kept pest free, turf free, pruned, and mulch levels maintained. Mulched areas shall be weeded every two weeks. Planter beds will not be allowed to encroach into turf areas. A definite break shall be maintained between turf areas and planter beds.

3.3.3.1 Shrub Selective Maintenance

In addition to the above requirements, shrubs shall be selectively pruned, and shaped for health and safety when the following conditions exist: Remove growth over entrance ways or walks; Remove dead, damaged or diseased branches or limbs; where shrub growth obstructs pedestrian walkways; where shrub growth is found growing against or over structures. All pruning debris shall be disposed of offsite in a proper manner.

3.3.3.2 Tree Maintenance

Tree maintenance shall include adjustment of stakes, ties, guy supports and turnbuckles, watering, fertilizing, pest control, mulching, pruning for health and safety. Stakes, ties, guy supports and turnbuckles shall be inspected and adjusted to avoid girdling and promote natural development. All trees within the project boundaries, regardless of caliper, shall be selectively pruned for safety and health reasons. These include but are not limited to removal of dead and broken branches, crossing branches, dead or infected growth, suckers and correction of structural defects. Prune trees according to their natural growth characteristics leaving trees well shaped and balanced. Pruning of all trees shall be accomplished by or in the presence of a certified member of the International Society of Arboriculture and in accordance with ANSI Z133.1. All pruning debris generated shall be disposed of offsite in a proper manner.

3.3.4 Slope Erosion Control Maintenance

The Contractor shall provide slope erosion control maintenance to prevent undermining of all slopes in newly landscaped areas. Maintenance tasks include immediate repairs to weak spots in sloped areas, and maintaining clean, clear and graded berms, to intercept and direct water flow to prevent development of large gullies and slope erosion and during periods of extended rainfall. Eroded areas shall be filled with amended topsoil and replanted with the same plant species.

3.3.5 Removal of Dying or Dead Plants

Remove dead and dying plants and provide new plants immediately upon commencement of the specified planting season, and replace stakes, guys, mulch and eroded earth mound water basins. A tree shall be considered dying or dead when the main leader has died back, or a minimum of 20 percent of the crown has died. A shrub or ground cover shall be considered dying or dead when a minimum of 20 percent of the plant has died. This condition shall be determined by scraping on a branch an area 1/16 inch square, maximum, to determine the cause for dying plant material and shall provide recommendations for replacement. The Contractor shall determine the cause for dying plant material and provide recommendations for replacement. All replacement plants shall be guaranteed for 12 months after installation.

3.3.6 Tracking of Unhealthy Plants

Note plants not in healthy growing condition, as determined by the Contracting Officer, and as soon as seasonal conditions permit, remove and replace with plants of the same species and sizes as originally specified. Install replacement plantings in accordance with Section 02930 EXTERIOR PLANTS.

3.3.7 Final Inspection

Final inspection will be made upon written request from the Contractor at least 10 days prior to the last day of the establishment period. Final inspection will be based on the following:

3.3.7.1 Total Plants on Site

Plants have been accepted and required number of replacements have been installed.

3.3.7.2 Mulching and Weeding

Planter beds and earth mound water basins are properly mulched and free of weeds.

3.3.7.3 Tree Supports

Stakes, guys and turnbuckles are in good condition.

3.3.7.4 Remedial Work

Remedial measures directed by the Contracting Officer to ensure plant material survival and promote healthy growth have been completed.

3.4 PESTICIDE APPLICATION

Use pesticides when required to eliminate plant diseases and harmful insects or insect eggs from plant materials. The Contractor shall furnish all labor, supervision, tools, materials, equipment, and transportation necessary to provide Pest Control Services as required.

3.4.1 State Licensing

The Contractor shall be licensed by the State to provide pest control in the categories in which work will be performed.

3.4.2 Certified and Licensed Applicators

All pesticide applications shall be performed by individuals who are state licensed or certified in the appropriate categories for the type of pest control to be performed. The applicator must be capable of reading, understanding and executing all of the requirements and recommendations outlined on the manufacturer's label. All pesticides must be used in accordance with the Federal, state, local, and installation laws, publications, and any requirements identified in attachments. All pesticides shall be procured, processed, handled, and applied in strict accordance with the manufacturer's label. All pesticides shall be registered with the U.S. Environmental Protection Agency and State in which they will be used.

3.4.3 Pesticide Use Inspections

Pesticide applications will be inspected by a Government designated Pest Management Coordinator or trained Pest Management Quality Assurance Evaluator. The Contractor shall notify the Contracting Officer immediately, by telephone, of any inspection visits by any Federal or State enforcement officials.

3.4.4 Pesticide Approval

The Contractor shall submit to the Contracting Officer a list of pesticides "proposed for use" prior to initiation of work on the correct submission form. The Contracting Officer must approve the pesticides proposed before they can be used. Copies of the pesticide complete label and Material Safety Data Sheet (MSDS) for each pesticide proposed for use must be included. Copies of the State business license as an applicator of pesticides and the pesticide applicator's certification information must also be attached. If the Contractor wishes to use a pesticide not currently on the "list" (previously submitted), the new pesticide must be submitted to the Contracting Officer for approval on the correct submission form. Once pesticides are approved by the Contracting Officer, they can be used throughout the course of the contract provided that registration is not revoked by the EPA or the State. The government reserves the right to remove any pesticide from use at anytime.

3.4.5 Application and Reporting Procedure

Notify the Contracting Officer 24 hours before application. Apply pesticides in accordance with EPA label restrictions and recommendations and federal and state laws. Make daily reports to the Contracting Officer stating areas treated with each chemical, the quantity applied, and spray mixture or formulation used. The Contractor shall maintain a label book of pesticides used, including all appropriate Material Safety Data Sheets (MSDS), and have it readily available at all times for inspection. Pesticides shall always be stored in original containers having EPA-registered labels attached or in service containers that conform to all federal, state, or local regulations regarding containers for pesticide storage.

3.4.6 Application Safety Precautions

Apply in well ventilated areas. Avoid inhalation, injection, or spilling on clothing or skin. Wear personal protective equipment (PPE) that meets or exceeds the requirements indicated by the manufacturer's pesticide label. Do not expose personnel to pesticides exceeding the exposure levels

recommended in the most stringent of the following: OSHA, 29 CFR 1910-SUBPART Z, or the manufacturer's material safety data sheet. If excessive exposures are unavoidable, use respirators approved by the National Institute for Occupational Safety and Health for protection from pesticides. Conform to the selection and usage guidance in ANSI Z88.2. Ensure that application sites are clearly posted with re-entry intervals as required by the manufacturer's pesticide label.

3.4.7 Hydraulic Equipment

For liquid application of chemicals, hydraulic equipment shall have leakproof tanks and a positive agitation method. Calibrate and meter equipment so that application of chemicals in specified amounts can be determined. Provide equipment with gauges and valves capable of maintaining constant application pressures. Use application equipment appropriate for the nature and size of work, that is clean, calibrated, and in proper operational condition. Never leave equipment unattended during filling, and during application usage.

3.4.8 Personnel Injury and Property Damage Prevention

Apply in a manner to prevent injury to personnel, and damage to property, from either direct spray, or drifting of chemicals both on and off Government property.

3.4.9 Pesticide Disposal

The Contractor shall dispose of all excess pesticides, pesticide rinse water, empty pesticide containers, and any pesticide contaminated article in accordance with the label, applicable State and Federal regulations and with Section 01355 ENVIRONMENTAL PROTECTION. Pesticides, pesticide containers, pesticide residue, pesticide rinse water, or any pesticide contaminated articles shall not be disposed of on the installation or on any Federally owned property. However, rinse water may be used as diluent for the mixing the same pesticide.

3.4.10 Pesticide Spills, Clean Up and Decontamination

The Contractor shall be responsible for proper reporting, containment, clean up and decontamination of pesticide spills, as required by EPA and State Laws and Regulations. All spills shall be immediately reported to the Contracting Officer.

3.5 FIELD QUALITY CONTROL

3.5.1 Maintenance Inspection Report

Provide maintenance inspection report to assure that landscape maintenance is being performed in accordance with the specifications and in the best interest of plant growth and survivability. Site observations shall be documented at the start of the establishment period, then quarterly following the start, and at the end of establishment period. Results of site observation visits shall be submitted to the Contracting Officer within 7 calendar days of each site observation visit.

3.5.2 Tree Staking and Guying Removal

The Contractor shall provide a certified letter that all stakes and guys are removed from all project trees at the end of the establishment period.

3.6 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for **"Landscape Establishment", Bid Item No. 7.**

-- End of Section --

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

All items shall be installed at the locations shown and according to the manufacturer's recommendations. Items listed below require additional procedures as specified.

3.2 GUARDRAIL INSTALLATION

3.2.1 Installation of Steel Posts

Posts shall be set plumb and in alignment. Installation shall be in pipe sleeves embedded in concrete and filled with molten lead or sulphur with anchorage covered with standard galvanized pipe collar pinned to post. Concrete bulkhead shall be core drilled to a depth of 20" for steel post inserts.

3.2.2 Installation of Rolling Gate

Rolling Gate shall be set plumb and in alignment.

3.3 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "Breach Area Gate", Option No 1, **Bid Item No. 9**.

-- End of Section --

- a. Apply specified ferrous metal primer on the same day that surface is cleaned, to surfaces that meet all specified surface preparation requirements at time of application.

3.6 INSPECTION AND ACCEPTANCE

In addition to meeting previously specified requirements, demonstrate mobility of moving components, including swinging and sliding doors, cabinets, and windows with operable sash, for inspection by the Contracting Officer. Perform this demonstration after appropriate curing and drying times of coatings have elapsed and prior to invoicing for final payment.

3.7 PAINT TABLES

All DFT's are minimum values.

3.7.1 EXTERIOR PAINT TABLES

DIVISION 5: EXTERIOR METAL, FERROUS AND NON-FERROUS PAINT TABLE

STEEL/FERROUS SURFACES

- A. Existing Steel that has been hand or power tool cleaned to SSPC SP 2 or SSPC SP 3

1. Existing; MPI REX 5.1D-G6
Primer: Intermediate: Topcoat:
MPI 23 MPI 9 MPI 9
System DFT: 5.25 mils

EXTERIOR GALVANIZED SURFACES

- A. New Galvanized surfaces:

1. Epoxy Primer / Waterborne Light Industrial Coating
MPI EXT 5.3K-G6 (Gloss)
Primer: Intermediate: Topcoat:
MPI 101 MPI 110-G6 MPI 110-G6
System DFT: 5 mils

3.8 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 8.**

-- End of Section --